

GENERAL PROVISIONS FOR FIXED PRICE ORDERS (NAVY)

This contract incorporates the following articles by reference, with the same force and effect as if they were printed in full text. The revision of each article will be the one in effect on the date of submission of your proposal. To purchase a copy of the Department of Defense Acquisition Regulations Supplement (DFAR-CFR Title 48, Chapter 2), contact the U.S. Government Printing Office, Superintendent of Documents, Mail Stop:SSOP, Washington, D.C. 20402-9328.]

For purposes of this order, where the article says "Government", change it to read "Bettis"; where the article says "Contracting Officer", change it to read "Buyer"; and when the article says "Contractor" or "Subcontractor", change it to read "Seller".

Based on the stated provisions, Seller is to determine what articles must be inserted in its subcontracts and purchase orders to implement its obligations to Bettis and the Government, and must implement them in its lower-tier subcontracts and purchase orders.

<u>ARTICLE</u>	<u>REFERENCE</u>
ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (>\$100K)	DFAR 252.209-7000
ACQUISITION STREAMLINING (>\$1M)	DFAR 252.211-7000
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (>\$10K)	FAR 52.222-36
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (>\$10K)	FAR 52.222-35
ANTI-KICKBACK PROCEDURES (>\$100K)	FAR 52.203-7
AUDIT AND RECORDS-NEGOTIATION (>\$100K)	FAR 52.215-2
AUTHORIZATION AND CONSENT (Alt. I)	FAR 52.227-1
BANKRUPTCY (>\$100K)	FAR 52.242-13
BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	DFAR 252.225-7001
CHANGES-FIXED PRICE (Delete Para. (e))	FAR 52.243-1
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (>\$100K)	FAR 52.222-4
COST ACCOUNTING STANDARDS (>\$500K)	FAR 52.230-2
- ADMINISTRATION OF COST ACCOUNTING STANDARDS (>\$500K)	FAR 52.230-6
DECLARATION OF TECHNICAL DATA CONFORMITY	DFAR 252.227-7036
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Delete the reference in paragraph f to the Disputes Article)	FAR 52.249-8

ARTICLEREFERENCE

DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	FAR 52.211-15
DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	DFAR 252.227-7027
DEFINITIONS	FAR 52.202-1
DUTY-FREE ENTRY - QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) - ADDITIONAL PROVISIONS	FAR 52.225-8 DFAR 252.225-7009 DFAR 252.225-7010
EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (>\$10K)	FAR 52.222-37
EQUAL OPPORTUNITY	FAR 52.222-26
FACILITIES CAPITAL COST OF MONEY	FAR 52.215-16
FEDERAL, STATE, AND LOCAL TAXES	FAR 52.229-3
FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (>\$100K)	FAR 52.227-10
GOVERNMENT-FURNISHED PROPERTY (FIXED PRICE CONTRACTS) - SHORT FORM (FOR GOVERNMENT PROPERTY <\$100K)	FAR 52.245-2 FAR 52.245-4
GRATUITIES (>\$100K)	FAR 52.203-3
HAZARD WARNING LABELS	DFAR 252.223-7001
IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	DFAR 252.227-7017
INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III	FAR 52.234-1
INSPECTION OF SUPPLIES - FIXED PRICE	FAR 52.246-2
INSPECTION OF SERVICES - FIXED PRICE	FAR 52.246-4
INTEREST	FAR 52.232-17
LIMITATION OF LIABILITY (>\$100K)	FAR 52.246-23
LIMITATION OF LIABILITY - HIGH VALUE ITEMS (>\$100K)	FAR 52.246-24
LIMITATION OF LIABILITY - SERVICES (>\$100K)	FAR 52.246-25

<u>ARTICLE</u>	<u>REFERENCE</u>
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (>\$100K)	FAR 52.203-12
LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT- FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	DFAR 252.227-7025
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (>\$100K)	FAR 52.227-2
NOTICE OF RADIOACTIVE MATERIALS	FAR 52.223-7
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FAR 52.222-1
NOTIFICATION OF OWNERSHIP CHANGES	FAR 52.215-19
NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DFAR 252.249-7002
NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	DFAR 252.247-7024
PATENT INDEMNITY	FAR 52.227-3
PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT (RESEARCH AND DEVELOPMENT ORDERS)	FAR 52.227-13
PAYMENTS	FAR 52.232-1
PENSION ADJUSTMENTS AND ASSET REVERSIONS	FAR 52.215-15
PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DFAR 252.225-7012
PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DFAR 252.225-7015
PREFERENCE FOR DOMESTIC SPECIALTY METALS (with Alt. I)	DFAR 252.225-7014
PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (>\$100K)	FAR 52.247-64
PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (>\$500K) - MODIFICATIONS (>\$500K)	FAR 52.215-10 FAR 52.215-11
PRICING ADJUSTMENTS (>\$500K)	DFAR 252.215-7000
PRIVACY ACT NOTIFICATION - PRIVACY ACT	FAR 52.224-1 FAR 52.224-2
PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (>\$100K)	DFAR 252.203-7001

<u>ARTICLE</u>	<u>REFERENCE</u>
PROHIBITION OF SEGREGATED FACILITIES (>\$10K)	FAR 52.222-21
REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (>\$500K)	DFAR 252.225-7026
RESPONSIBILITY FOR SUPPLIES	FAR 52.246-16
RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DFAR 252.225-7016
RESTRICTION ON ACQUISITION OF FORGINGS	DFAR 252.225-7025
RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER	DFAR 252.225-7022
RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (>\$100K)	FAR 52.203-6
REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	FAR 52.215-18
RIGHTS IN BID OR PROPOSAL INFORMATION	DFAR 252.227-7016
RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	DFAR 252.227-7013
RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	DFAR 252.227-7014
SECURITY REQUIREMENTS	FAR 52.204-2
SERVICE CONTRACT ACT OF 1965, AS AMENDED	FAR 52.222-41
SMALL BUSINESS SUBCONTRACTING PLAN (With Alt. I) (>\$500K)	FAR 52.219-9
SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	DFAR 252.219-7003
STOP-WORK ORDER	FAR 52.242-15
SUBCONTRACTOR COST OR PRICING DATA (>\$500K) - MODIFICATIONS (>\$500K)	FAR 52.215-12 FAR 52.215-13
SUBCONTRACTS FOR COMMERCIAL ITEMS	FAR 52.244-6
SUPPLEMENTAL COST PRINCIPLES	DFAR 252.231-7000
TECHNICAL DATA - COMMERCIAL ITEMS	DFAR 252.227-7015

ARTICLE

REFERENCE

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY
DELIVERED TO THE GOVERNMENT

DFAR 252.227-7028

TECHNICAL DATA-WITHHOLDING OF PAYMENT

DFAR 252.227-7030

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED PRICE) (SHORT FORM) (<\$100K)

FAR 52.249-1

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(FIXED PRICE) (>\$100K)

FAR 52.249-2

TOXIC CHEMICAL RELEASE REPORTING (>\$100K)
(Delete Para. (e))

FAR 52.223-14

TRANSPORTATION OF SUPPLIES BY SEA (>\$100K)

DFAR 252.247-7023

UTILIZATION OF SMALL BUSINESS CONCERNS

FAR 52.219-8

VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER
SOFTWARE

DFAR 252.227-7019

VALIDATION OF RESTRICTIVE MARKINGS ON
TECHNICAL DATA

DFAR 252.227-7037

WAIVER OF FACILITIES CAPITAL COST OF MONEY

FAR 52.215-17

WARRANTY OF SERVICES

FAR 52.246-20

(Reference subparagraph b: Notice will be made
by Bettis within 90 calendar days from the date of
performance of the service)

WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
WARRANTY OF SUPPLIES OF A COMPLEX NATURE

FAR 52.246-17

FAR 52.246-18

(Reference subparagraphs b and c of FAR 52.246-17:

In subparagraph b, the warranty period is one year

after delivery to Bettis and in subparagraph c,

notice will be made within 90 days after delivery to

Bettis. Reference subparagraphs b and c

of FAR 52.246-18: In subparagraph b, the warranty

period is one year after delivery to Bettis.

In subparagraph (c)(3), notice will be made by

Bettis within 90 calendar days after delivery.

Subsequent Seller recommendation shall be made within

45 calendar days, after which Bettis shall respond within

90 calendar days. In subparagraph (c)(4), notifications

must be made within 90 calendar days.)

In addition, the following articles are included in their entirety:

PUBLIC RELEASE OF INFORMATION

- (a) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this order, which Seller desires to publish, display, or release internally, to other contractors, to government agencies, or to the public, shall be submitted to Bettis for approval at least eight weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates, directly or indirectly, Seller's product line, manufacturing facilities, and manufacturing capabilities to performance of naval nuclear propulsion work. As part of the approval request, Seller shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier of supplier, must have the prior approval of Bettis.
- (b) Should any information described in (a) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of Bettis to permit appropriate measures to be taken to protect the information. Under no circumstances should this information be released to such authority without prior notification and agreement of Bettis.
- (c) Seller agrees that this requirement of prior Bettis approval of any release shall survive the purchase order and that Seller shall not for a period of twenty years subsequent to the issuance of the purchase order either directly or indirectly issue any such release without the requisite approval of Bettis, its successor or assignee.
- (d) Seller shall include all provisions of this article including this sentence in all subcontracts under this order.

CONTROL OF VISITORS

(This article applies if the work to be performed involves special nuclear or special reactor materials, or design, manufacture, modification, or repair of reactor plant components or reactor servicing equipment.)

Except with the prior written consent of the Primes and the Government Contracting Officer (or his designated representative), Suppliers will not permit any Visitor to their plants, offices, or facilities to view or examine documents, components, assemblies, or major subassemblies provided for or delivered under Naval Reactors subcontracts, or to obtain information or data concerning such documents, components, assemblies, or major subassemblies.

"Visitor" as used herein means any person who visits a supplier's plant, office, or facility and does not represent either the Supplier, the Prime, or the Government in the performance of the subcontract in question. This includes Foreign Nationals, whose visits may require additional controls above and beyond those necessary for visits by U. S. citizens.

Suppliers must establish procedures that, when implemented, will prevent the release of Classified and Unclassified Naval Nuclear Propulsion Information (NNPI) to Visitors. Suppliers must also notify the Primes in advance of any visit to a Seller's plant, office, or facility, and must ensure similar controls are in effect at all lower-tier suppliers of documents, components, assemblies, or major subassemblies associated with this order.

FRAUD OR FALSIFICATION

(This article applies to all Quality Level 1 or 2 rated orders; orders for zirconium, hafnium, beryllium, boron-10, plutonium-238-241, uranium enriched in the isotope of uranium-233 or 235, or any material enriched by any of the foregoing regardless of Quality Level; orders for research and development or design engineering; and orders for reactor plant application where Form 73844 is invoked.)

- (a) This order and activities hereunder are within the jurisdiction of the Department of the Navy. Any knowing and willful act to falsify, conceal, or alter a material fact, or any false, fraudulent, or fictitious statement or representation in connection with the performance of work under this order may be punishable in accordance with applicable Federal Statutes.

- (b) The Seller agrees that all employees engaged in the performance of this order shall be, if they have not been previously, informed in writing prior to their commencing performance of work under this order that there is a risk of Federal criminal penalties associated with any falsification, concealment, or misrepresentation in connection with the performance of work under this order. The Seller further agrees that a signed statement shall be, if it has not been previously, obtained from said employees prior to their commencing performance of work under this order that they have been so informed. Such statements shall be retained by the Seller for at least three years after final payment under this order. An acceptable form for such written statement is substantially as follows:

"This company/division/department/branch performs work under contracts which are within the jurisdiction of departments or agencies of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirements of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of all work. Any falsification, concealment, or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited by company policy, but may also be punishable under Federal Law. Please acknowledge by your signature that you have read and understand the above".

- (c) The Seller agrees to include the following statement preprinted on each manufacturing, inspection, or test record used in conjunction with this order.

"NOTE: The recording of false, fictitious, or fraudulent statements or entries on this document may be punished as a felony under Federal Statutes."

- (d) The Seller agrees to include this article, including this paragraph (d), in every subcontract or lower-tier order issued hereunder.

ASSIGNMENT AND SET OFF

Performance of this order shall not be assigned or transferred by Seller, except as expressly authorized in writing by Bettis. This order may be assigned by Bettis to the Government or any designee of the Government, provided that written notice thereof is given to Seller. Bettis shall be entitled at all times to set off against any amount payable at any time by Bettis under this order, any amount owing at any time from Seller to Bettis whether arising under this order or other contracts or orders with Seller.

TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS

- (a) The supplies specified to be delivered under this order relate to the nuclear propulsion of naval ships.
- (b) Except with the prior written consent of Bettis, or its designated representative, Seller shall not, at any time during or after the performance of this order, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (c) below.
- (1) Outside the United States, or
- (2) Irrespective of location (i) to any foreign national not working on this order or on a lower-tier subcontract hereunder, (ii) to any foreign organization (including foreign subsidiaries and affiliates of Seller, (iii) to any foreign government, or (iv) to any international organization.

- (c) As used in this article, the following terms shall have the following definitions: (i) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Canal Zone, the Virgin Islands, Guam, and any area subject to the complete sovereignty of the United States; (ii) "equipment" means all supplies of the kind specified to be delivered under this order, all component parts thereof, and all models of such supplies and component parts, but "equipment" does not include standard commercial supplies and component parts and models thereof; (iii) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this order, or for the operation, maintenance, evaluation, or testing of any order item, -- including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations, but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation, and testing of such supplies and component parts in or in connection with any item, or component part thereof, specified to be delivered under this order.
- (d) Seller agrees to insert in all lower-tier subcontracts under this order provision which shall conform substantially to the language of this article, including this paragraph (d).
- (e) Notwithstanding any other provisions of this article, this article shall not apply (i) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party, and (ii) where the transmittal is to be of equipment or technical data which Bettis or its designated representative has declared in writing to Seller to be thereafter exempt from this article.

CONTRACT ACCEPTANCE

By acceptance of this order, Seller agrees that the scope of the work required is understood by Seller; that there are no informal commitments by Bettis that in any way affect the work under this order; that there are no open or unresolved issues related to this order except as explicitly stated herein; and that Seller therefore understands and agrees that this order states the complete agreement of the parties.

COST ACCOUNTING STANDARDS (CAS)

CAS requirements do not apply if the order does not exceed \$500,000 or if the Seller claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.

SOFTWARE DATE AND VIRUS CHECK WARRANTY

The Seller warrants that each hardware, software, and firmware product manufactured, developed, or integrated by the Seller and delivered under this purchase order (if this order is for supplies) and/or maintained under this purchase order (if this order is for maintenance services) shall be able to correctly process all date data, including date data that crosses century boundaries. This is designed to eliminate any re-occurrence of situations such as that surrounding the Year 2000. This includes, but is not limited to, calculating, comparing, and sequencing the date data and leap year calculations when used in accordance with the Seller's product documentation. If the purchase order requires that specific listed products shall perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. Repair or replacement of non-compliant products shall be with products that are Year 2000 compliant. Nothing in this warranty shall be construed to limit the rights or remedies the Buyer may otherwise have under this purchase order with respect to defects other than correctly processing all date data..

Software and hardware provided by the Seller under this order shall not contain computer viruses or other malicious software.

In performing this order, the Seller agrees to take precautions to avoid conveying computer viruses or other malicious software to Bettis. Specifically, all computer files, disks, memories, or other media provided by the Seller to the Buyer (other than third party supplied software in its original, unopened packing materials) shall be checked by the Seller prior to delivery to Bettis to detect and remove any computer virus or other known malicious software. The virus check that is performed by the Seller shall include checks with current, up-to-date anti-virus software and any virus problems that are found during the check (or later found by Bettis) shall be fixed by the Seller. A statement verifying that the check has been made shall be included by the Seller with the deliverable when it is delivered to Bettis.